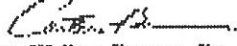




Deed Doc: COVE
Recorded 07/22/2015 09:58AM

After Recording Return to:

Andrea L. Rimer
Troutman Sanders LLP
600 Peachtree Street, Suite 5200
Atlanta, GA 30308

Carter Brown 
Clerk Superior Court, Walker County, Ga.
Bk **01854** Pg **0012-0022**

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA § 44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Fee Owner of Property/Grantor: Walker County Development Authority
101 South Duke Street
LaFayette, GA 30728

Grantee/Holder: CSI Realty, LLC
1906 South Hamilton Street
Dalton, GA 30720

**Grantee/Entity with
express power to enforce:** State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334

Property:

The property subject to this Environmental Covenant is the former Color Spectrum property, Hazardous Site Inventory site number 10831 (hereinafter "Property"), located on 29 Probasco Street in LaFayette, Walker County, Georgia. This tract of land was conveyed on December 27, 2012 from CSI Realty, LLC to Walker County Development Authority, recorded in Deed Book 1746, Pages 797-799, Walker County Records. The area is located in Land Lot 28 of the 7th District and 4th Section of Walker County, Georgia. The property consists of approximately 1.38 acres, developed with an 80,000 square foot building used for yarn twisting and heat setting. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

Tax Parcel 1023 087 of Walker County, Georgia

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

- Voluntary Investigation and Remediation Plan and Application, December 2011.
- March 30, 2012 correspondence from EPD to CSI Realty approving and providing comment on VRP Application.
- VRP Semi-Annual Status Updates, dated September 2012, March 2013, September 2013 and March 2014.
- Voluntary Remediation Program Compliance Status Report, October 2014.

These documents are available at the following location in the files for HSI Number 10831:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

This Property has been listed on the state's hazardous site inventory due to a release of a regulated substance and has been designated as needing corrective action in accordance with the Rules for Hazardous Site Response. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by the Walker County Development Authority, CSI Realty, LLC ("CSI Realty") and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), and their respective successors and assigns. This Environmental Covenant is required because a release of 1,1-dichloroethene, tetrachloroethene, 1,1,1-trichloroethane, 1,1-dichloroethane, acetone, Freon-113, Freon-12, isopropylbenzene and lead occurred on the Property. These constituents are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of the installation and maintenance of institutional controls (restrictions on use of groundwater and limitation of use to non-residential) to protect human health and the environment.

Grantor, Walker County Development Authority (hereinafter the "Authority"), hereby binds Grantor, and its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of CSI Realty and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. § 12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from exercising any authority under applicable law.

The Authority makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9 and 10; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of CSI Realty, EPD, the Authority and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, CSI Realty or its successors, agents and assigns, the Authority or its successors, agents and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. § 44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey an ownership interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) days advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s) or propose any site work that would materially affect the Property.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Periodic Reporting. The Owner shall inspect the Property and applicable property instruments at least annually to ensure compliance with this document. Annually, by no later than December 31st, in the year following the effective date of this Environmental Covenant, the Owner shall complete and submit to EPD the VRP Annual Property Evaluation Form attached to this document as Exhibit C. This report will document whether or not the activity and use limitations in this Environmental Covenant are being abided by.
5. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under the Walker County zoning regulations as of the date of this Environmental Covenant. Any residential use of the Property shall be prohibited until such time as EPD has concurred that the vapor intrusion pathway has been addressed for residential use. Any activity on the Property that may result in the release or exposure to the regulated substances that were contained as part of the Corrective Action, or create a new exposure pathway, is prohibited.
6. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
7. Right of Access. In addition to any rights already possessed by EPD and/or CSI Realty, the Owner shall allow authorized representatives of EPD and/or CSI Realty the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the

Corrective Action conducted at the Property, to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.

8. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) CSI Realty as Holder, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
9. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules for Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. § 44-16-1 *et seq.*
10. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
11. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. § 44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;
- e) That the Grantor has served each of the people or entities referenced in Activity 8 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. § 44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

CSI Realty, LLC
1906 South Hamilton Street
Dalton, GA 30720

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 13th day of July, 2015.

[Signatures on next page]

Signed, sealed, and delivered in the presence of:

Briggitt Garrett
Unofficial Witness (Signature)

Briggitt Garrett
Unofficial Witness Name (Print)

Marilyn Miller
Unofficial Witness (Signature)

Marilyn Miller
Unofficial Witness Address (Print)

Pamela D. Townsend
Notary Public (Signature)

My Commission Expires: 5-27-17

Signed, sealed, and delivered in the presence of:

Dorale S. Kirkland
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

Unofficial Witness (Signature)

Unofficial Witness Address (Print)

Cristal Sanders
Notary Public (Signature)

My Commission Expires: 1/22/14

For the Grantor
Walker County Development Authority:

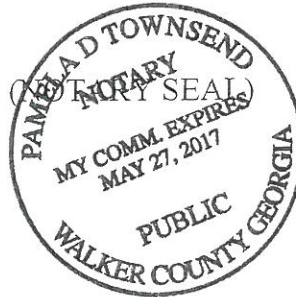
Name of Grantor (Print)

Larry Brooks
Grantor's Authorized Representative (Signature) (Seal)

Larry Brooks
Authorized Representative Name (Print)

Executive Director
Title of Authorized Representative (Print)

Dated: 6/5/15



For the State of Georgia
Environmental Protection Division:

Judson H. Turner
(Signature)

Judson H. Turner
Director

Dated: 7/13/15



Signed, sealed, and delivered in the presence of:

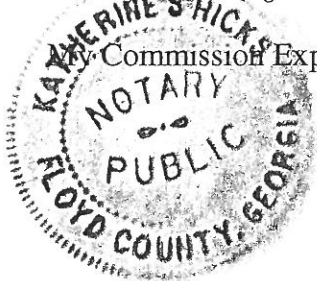
Judy Spradley
Unofficial Witness (Signature)

Judy Spradley
Unofficial Witness Name (Print)

Connie S Folsom
Unofficial Witness (Signature)

Connie S Folsom
Unofficial Witness Name (Print)

Katherine S. Hicks
Notary Public (Signature)



Commission Expires: 6/27/18

For the Grantee/Holder
CSI Realty, LLC:

CSI Realty, LLC
Name of Grantee/Holder (Print)

[Signature] (Seal)
Grantee's Authorized Representative (Signature)

J. Tom Weathers Jr.
Authorized Representative Name (Print)

Authorized Representative
Title of Authorized Representative (Print)

Dated: 05/15/15

(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION

Tract III, Parcel A:

All that tract or parcel of land lying and being in Land Lot 28 in the 7th District and 4th Section of Walker County, Georgia and being more particularly described by plat of survey prepared by Bakkum-DeLoach & Associates, Inc. dated December 12, 1986, as follows: BEGINNING at a point where the North right of way line of Black Road intersects the East right of way line of Probasco Street; thence North 01 degree 55 minutes 00 seconds East, along the East right of way line of Probasco Street, 170.00 feet to an iron pin; thence North 89 degrees 49 minutes 59 seconds East, 232.59 feet to an iron pipe located in the West right of way line of Black Road and the West right of way line of the Central of Georgia Railroad; thence along the West right of way line of said Railroad and Black Road, the following courses and distances: South 09 degrees 54 minutes 43 seconds West, 95.15 feet; South 05 degrees 41 minutes 38 seconds West, 122.48 feet; thence continuing along the right of way of Black Road, the following courses and distances: South 34 degrees 31 minutes 03 seconds West, 26.63 feet; South 80 degrees 20 minutes 50 seconds West, 24.41 feet; North 72 degrees 57 minutes 06 seconds West, 27.18 feet; North 61 degrees 13 minutes 20 seconds West, 55.96 feet; North 66 degrees 02 minutes 02 seconds West, 58.33 feet and North 73 degrees 33 minutes 44 seconds West, 44.06 feet to the point of beginning.

Tract III, Parcel B:

All that tract or parcel of land lying and being in Land Lot No. 28, of the 7th District and 4th Section of Walker County, Georgia, and being more particularly described by a plat of survey prepared by Bakkum-DeLoach & Associates, Inc., dated December 12, 1986, as follows: BEGINNING at the point where the southern right of way line of Black Road intersects the eastern right of way line of Probasco Street; thence along the southerly right of way line of said Black Road the following courses and distances: south 72 degrees 01 minute 42 seconds east, 36.08 feet; south 65 degrees 49 minutes 08 seconds east, 53.55 feet; south 61 degrees 17 minutes 29 seconds east, 57.10 feet; south 74 degrees 00 minutes 07 seconds east, 38.39 feet and north 87 degrees 19 minutes 29 seconds east, 37.68 feet to the westerly right of way line of the Central of Georgia Railroad Company; thence the following courses and distances along the western right of way line of said Central of Georgia Railway Company: south 02 degrees 56 minutes 33 seconds west, 33.98 feet; south 00 degrees 01 minute 06 seconds east, 104.34 feet; south 01 degree 13 minutes 42 seconds east, 101.49 feet; and south 01 degree 45 minutes 48 seconds east, 166.74 feet to an iron pin; thence north 85 degrees 29 minutes 46 seconds west, 221.79 feet to an iron pipe located on the eastern right of way line of said Probasco Street; thence north 00 degrees 58 minutes 46 seconds east, along the eastern right of way line of said Probasco Street, a distance of 461.80 feet to the southeastern corner of the intersection of said Probasco Street and Black Road, and the point of beginning.

Being the same property as conveyed in Deed Book 1370, Page 497, in the Office of the Clerk of the Superior Court of Walker County, Georgia.

Exhibit B

Property Map



EPS

1050 Crown Pointe Pkwy
Suite: 550
Atlanta, GA 30338
404.315.9113



Uniform Environmental Covenant

Former Color Spectrum
29 Probasco Street
LaFayette, Georgia

Property Vicinity Map

Exhibit

B

Exhibit C

VRP ANNUAL PROPERTY EVALUATION FORM
Former Color Spectrum Property, HSI Site No. 10831
29 Probasco Street, LaFayette, Walker County, Georgia
Tax Parcel 1023 087

TYPE	No.	CRITERIA RESPONSE	YES	NO
Land Use	1	Does this VRP property meet the definition of non-residential property as defined in Section 391-3-19.02(2) of the Rules? "Non-residential property means any property or portion of a property not currently being used for human habitation or for other purposes with a similar potential for human exposure, at which activities have been or are being conducted that can be categorized in one of the 1987 Standard Industrial Classification major group..."		
	1a	If no to 1, provide an explanation including a residential vapor intrusion exposure pathway evaluation to the EPD.		
Exposure	2	Has groundwater beneath the property been used or extracted for drinking water or any other non-remedial purpose?		
	2a	If yes to 2, use should be immediately terminated and a revised corrective action plan (CAP) that describes the actions necessary to bring the site's groundwater into compliance with appropriate risk reduction standards provided to EPD within 30 days.		
Property Instruments	3	Do all leases or other property instruments for the site have the applicable deed notice language inserted into them?		
	3a	If no to 3, provide a written explanation (attached) to the EPD.		

Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME (Please type or print)

TITLE

SIGNATURE

DATE